

United States District Court
Western District of Washington At Seattle

Yetta Chertack-Fishkin,

Plaintiff,

No.

vs.

Holland America Line Inc., a Washington
Cporation; Holland America Line-USA
Inc., a Delaware corporation; Holland
America Line N.V. dba Holland America
Line N.V. LLC, a Foreign corporation;
HAL Antillen N.V., a Curacao
corporation; Holland America Line N.V.,
a Curacao corporation,

Complaint For Damages
For Injuries

Demand For Jury

Defendants.

I. Jurisdiction

1.1 This is an action by a passenger against the agents, owners, operators
and charterers of a cruise ship vessel for injuries sustained on the ms Eurodam during
a cruise that, upon information and belief, originated in the USA. Jurisdiction is vested
in this court pursuant 28 U.S.C. § 1333, due to the admiralty and maritime nature of
the claim.

COMPLAINT FOR DAMAGES - 1

Case No 16-

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1.2 Jurisdiction is also vested in this court pursuant 28 U.S.C. § 1332 as there is complete diversity of citizenship between the plaintiff and defendants and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

II. Venue

2.1 Venue is proper under 28 U.S.C. § 1391 as Defendants do business in the Western District of Washington with offices in Seattle. Venue also lies in this court pursuant to the terms of the Cruise Contract between plaintiff and defendants.

III. Parties

3.1 The plaintiff Yetta Chertack-Fishkin is a resident of Florida.

3.2 The defendants Holland America Line Inc., a Washington corporation, and Holland America Line-USA Inc., a Delaware corporation, have their principal place of business in Seattle, Washington, and at all times material hereto operated the cruise ship ms Eurodam on which the subject incident occurred.

3.3 The defendant Holland America Line N.V. DBA Holland America Line N.V. LLC is and at all times material hereto was a foreign corporation, has its principal place of business in Seattle, Washington, and operated the ms Eurodam on which the subject incident occurred.

3.4 The defendant HAL Antillen N.V, is and at all times material hereto was a Curacao corporation doing business in Seattle, Washington, was a subsidiary of Carnival Corporation & PLC, and was the owner and/or operator of the cruise ship ms Eurodam on which the subject incident occurred.

1 3.5 The defendants at all times material hereto jointly and/or severally
2 owned, operated, leased, managed and or controlled the ms Eurodam.
3

4 3.6 All conditions precedent for filing and maintaining this action have been
5 satisfied, have been waived, or do not apply.
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7 **IV. Liability: Negligence**

8 4.1 On or about July 7, 2015, plaintiff was a fare-paying passenger aboard
9 the cruise ship ms Eurodam. At all times material, the defendants, their employees
10 and/or agents owed plaintiff an affirmative duty of reasonable care under the
11 circumstances, or alternatively, a higher duty of care commensurate with their
12 common maritime carrier/passenger relationship to plaintiff. Defendants' duty of care
13 arose both from the maritime law of negligence and also as an implied contractual
14 duty to their paying passenger.
15

16 4.2 On or about July 7, 2015, the plaintiff was injured while attempting to
17 enter her cabin through the cabin's exterior balcony door. As she stepped from the
18 balcony through the exterior door, the heavy door slammed suddenly and without
19 warning on her left hand, cutting off the tips of her 4th and 5th fingers. The traumatic
20 crushing incident also caused fractures and other injuries to the fingers and left hand.
21

22 4.3 On or about January 7, 2015, Defendants, their agents and or
23 employees negligently and carelessly breached their duty of care in one or more of the
24 following ways, but in no way limited to:
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26

1 a. Negligently failing to exercise that degree of care required to
2 safeguard plaintiff during the subject cruise;

3
4 b. Negligently failing to maintain, adjust and inspect the subject
5 balcony door and its mechanisms to insure that it was reasonably safe for plaintiff;

6 c. Negligently failing to provide plaintiff with safe ingress and egress
7 to her stateroom;

8 d. Negligently failing to warn or provide notice of reasonably
9 foreseeable dangerous conditions;

10
11 4.4 At all times material, defendants knew or should have known of the
12 dangerous conditions causing Plaintiff's accident and did not take proper corrective
13 measures and or provide proper warnings, assistance and or instructions to plaintiff
14 with regard to the reasonably foreseeable danger.

15
16 4.5 The negligence of the defendants was the direct and proximate cause of
17 plaintiff's injuries.

18 4.6 At all times material, plaintiff was acting with due care for her own safety.

19
20 **V. Damages**

21 5.1 As a direct and proximate result of defendants' negligence, plaintiff
22 suffered serious bodily injuries, including but not limited the traumatic amputation of
23 her finger tips, including fractures and other injuries requiring surgery, all resulting in
24 pecuniary and other compensable losses, including significant past and future medical
25

1 expenses, wage loss, impairment of future earnings or earning capacity. Plaintiff will
2 continue to suffer such damages in the future.

3
4 5.2 As a direct and proximate result of defendants' negligence, plaintiff
5 suffered physical and emotional injuries, including but not limited to, permanent
6 physical impairment, disfigurement, pain, suffering, disability, limitations and loss of
7 enjoyment of life in the past, and plaintiff will continue to suffer such injuries in the
8 future. Further, these injuries proximately caused plaintiff to lose the benefit of her
9 cruise vacation resulting in additional transportation costs. She also incurred travel
10 expenses to medical appointments, household assistance and other out of pocket
11 costs and damages all in amounts to be proven at the time of trial.

12
13 **WHEREFORE**, plaintiff reiterates and incorporates each and every allegation,
14 and prays for monetary judgment against defendants, jointly and severally, as follows:

15
16 a. For general, special, incidental, general and consequential damages
17 incurred and to be incurred as the direct and proximate result of the acts and
18 omissions of the Defendants and or their agents, employees and all other persons or
19 entities which may be vicariously liable;

20
21 b. For all expenses of health care providers, past, present and future;

22 c. For punitive damages as may be permitted under applicable law;

23 d. For prejudgment interest on the award;

24 e. For Plaintiff's taxable costs of suit;

25 f. For post-judgment interest and other relief allowed by the Court.
26

g. Plaintiff demands a trial by jury pursuant to Fed. R. Civ. P. 38.

DATED this 4th day of January, 2016.

S/GORDON C. WEBB

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DATED this 4th day of January, 2016.

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